

Request No. 300:

300. NOS/ANI Management knew that, at the time that each statement was made, the statements that Appeal's telephone service would be interrupted unless Appeal signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines were false.

Objections and Response to Request No. 300:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 301:

301. The NOS/ANI employees used misleading statements or practices in their attempts to induce Appeal to sign a NOS/ANI LOA.

Objections and Response to Request No. 301:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "misleading." Interpretation of the phrase "misleading" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 302:

302. If NOS/ANI employees obtained Appeal's authorization to switch its carrier to NOS/ANI by convincing Appeal to execute a NOS/ANI LOA, the employees did so through the use of misleading statements or practices.

Objections and Response to Request No. 302:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection Vague and ambiguous with respect to the phrase “misleading.” Interpretation of the phrase “misleading” calls for a legal conclusion. Objection to the form of the Request, which is a hypothetical. Without waiving said objections, denied.

Request No. 303:

303. Appeal did not expressly, knowingly or willingly authorize NOS/ANI to switch its telephone service back to NOS/ANI.

Objections and Response to Request No. 303:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection Vague and ambiguous with respect to the phrase “expressly, knowingly or willingly authorize.” Interpretation of the phrase “expressly, knowingly or willingly authorize” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 304:

304. Attachment S is a true and accurate copy of a fax sent by NOS/ANI employee, Jennifer Hubbard, to Mr. Kill of Appeal on October 15, 2001.

Objections and Response to Request No. 304:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. The Companies’ records cannot confirm the genuineness of the referenced document.

Arizconsin Group, Inc., d/b/a/ Crandon Nursing Home

Request No. 305:

305. Immediately prior to April 11, 2002, Arizconsin Group, Inc., d/b/a Crandon Nursing Home (“Crandon”) was a customer of NOS/ANI.

Objections and Response to Request No. 305:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted.

Request No. 306:

306. On or about April 11, 2002, Crandon's telephone number was 715/478-3324.

Objections and Response to Request No. 306:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the Companies' records reflect that the above-referenced number was associated with the referenced account.

Request No. 307:

307. On or about April 11, 2002, Crandon was located at 105 West Pioneer Street, Crandon, WI 54520.

Objections and Response to Request No. 307:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the Companies' records reflect that the above-referenced address was associated with the referenced account.

Request No. 308:

308. On or about April 11, 2002, Crandon switched its preferred InterLATA and IntraLATA Service provider from NOS/ANI.

Objections and Response to Request No. 308:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Denied that all lines were switched. The Companies' records reflect that notice was received that some lines of the above-referenced were switched at or about April 11, 2002.

Request No. 309:

309. After Crandon had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Crandon for the purpose of inducing Crandon to switch its service provider back to NOS/ANI.

Objections and Response to Request No. 309:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. A Winback I call was made before all lines were switched informing the customer that some service remained with the Companies.

Request No. 310:

310. During the contact, the NOS/ANI employee utilized the Winback Script.

Objections and Response to Request No. 310:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the script was utilized; however, most of the discussion with the customer was outside the script.

Request No. 311:

311. If the NOS/ANI employee convinced Crandon to sign a NOS/ANI LOA, NOS/ANI intended to use that document as authorization under section 258 of the Act and

sections 64.1120(c) and 64.1130 of the Commission's Rules to switch Crandon's telephone service provider back to NOS/ANI.

Objections and Response to Request No. 311:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "convinced." Interpretation of the phrase "under section 258 of the Act and sections 64.1120(c) and 64.1130 of the Commission's Rules" calls for a legal conclusion. Objection to the form of the Request, which is a hypothetical. Without waiving said objections, admitted that an LOA was executed.

Request No. 312:

312. After Crandon had switched its service provider away from NOS/ANI, a NOS/ANI employee contacted Crandon and represented that Crandon's new carrier switch was incomplete.

Objections and Response to Request No. 312:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. Customer had not "switched" its service provider away at the time of the contact because lines remained with the Companies.

Request No. 313:

313. The NOS/ANI employee's statement that Crandon's new carrier switch was incomplete was false.

Objections and Response to Request No. 313:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 314:

314. At the time of the statement, the NOS/ANI employee knew that its statement that Crandon's new carrier switch was incomplete was false.

Objections and Response to Request No. 314:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 315:

315. NOS/ANI Management knew that, at the time of the statement, the statement that Crandon's new carrier switch was incomplete was false.

Objections and Response to Request No. 315:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 316:

316. After Crandon had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Crandon and represented that Crandon's telephone service would be interrupted unless Crandon signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines.

Objections and Response to Request No. 316:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, admitted that those services left with the Companies could have been interrupted.

Request No. 317:

317. The NOS/ANI employee’s statement that Crandon’s telephone service would be interrupted unless Crandon signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.

Objections and Response to Request No. 317:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 318:

318. At the time of the statement, the NOS/ANI employee knew that its statement that Crandon’s telephone service would be interrupted unless Crandon signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.

Objections and Response to Request No. 318:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 319:

319. NOS/ANI Management knew that, at the time of the statement, the statement that Crandon's telephone service would be interrupted unless Crandon signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.

Objections and Response to Request No. 319:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 320:

320. After Crandon had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Crandon and represented that, if Crandon did not sign a NOS/ANI LOA, NOS/ANI would be keeping Crandon's lines up and running at a liability or risk to NOS/ANI.

Objections and Response to Request No. 320:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Denied that the contact was after all lines had been switched. Admitted that it was represented that the lines remaining with the Companies could be interrupted.

Request No. 321:

321. The NOS/ANI employee's statement that if Crandon did not sign a NOS/ANI LOA, NOS/ANI would be keeping Crandon's lines up and running at a liability or risk to NOS/ANI was false.

Objections and Response to Request No. 321:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 322:

322. At the time of the statement, the NOS/ANI employee knew that its statement that if Crandon did not sign a NOS/ANI LOA, NOS/ANI would be keeping Crandon’s lines up and running at a liability or risk to NOS/ANI was false.

Objections and Response to Request No. 322:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 323:

323. NOS/ANI Management knew that, at the time of the statement, the statement that if Crandon did not sign a NOS/ANI LOA, NOS/ANI would be keeping Crandon’s lines up and running at a liability or risk to NOS/ANI was false.

Objections and Response to Request No. 323:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 324:

324. After Crandon had switched its service provider away from NOS/ANI, a NOS/ANI employee contacted Crandon and represented that Crandon had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service.

Objections and Response to Request No. 324:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied Contact was made before all lines were switched.

Request No. 325:

325. The NOS/ANI employee's statement that Crandon had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.

Objections and Response to Request No. 325:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 326:

326. At the time of the statement, the NOS/ANI employee knew that its statement that Crandon had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.

Objections and Response to Request No. 326:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 327:

327. NOS/ANI Management knew that, at the time of the statement, the statement that Crandon had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.

Objections and Response to Request No. 327:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 328:

328. After Crandon had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Crandon and represented that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service.

Objections and Response to Request No. 328:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Vague and ambiguous with respect to the phrase “had completed.” Denied that contact was made after all lines had been switched. Admitted that Winback I representative explained “will keep you up and running.” Further admitted that the LOA had no term obligation or time commitment and could be superceded by another carrier’s LOA immediately thereafter.

Request No. 329:

329. The NOS/ANI employee’s statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier completed the switch to its service was false.

Objections and Response to Request No. 329:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 330:

330. At the time of the statement, the NOS/ANI employee knew that its statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier completed the switch to its service was false.

Objections and Response to Request No. 330:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 331:

331. NOS/ANI Management knew that, at the time of the statement, the statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service, was false.

Objections and Response to Request No. 331:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Vague and ambiguous with respect to “had completed.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 331:

332. Crandon signed a NOS/ANI LOA after the contact from the NOS/ANI employee.

Objections and Response to Request No. 332:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted.

Request No. 333:

333. Crandon did not authorize NOS/ANI to switch its service provider back to NOS/ANI.

Objections and Response to Request No. 333:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “authorize.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 334:

334. The NOS/ANI employee used misleading statements or practices in its attempt to induce Crandon to sign a NOS/ANI LOA.

Objections and Response to Request No. 334:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “misleading.” Interpretation of the phrase “misleading” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 335:

335. If NOS/ANI obtained Crandon's authorization to switch its carrier to NOS/ANI by convincing Crandon to execute a NOS/ANI LOA, NOS/ANI did so through the use of misleading statements or practices.

Objections and Response to Request No. 335:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "misleading." Interpretation of the phrase "misleading" calls for a legal conclusion. Objection to the form of the Request, which is a hypothetical. Without waiving said objections, denied.

Request No. 336:

336. Crandon did not expressly, knowingly or willingly authorize NOS/ANI to switch its telephone service back to NOS/ANI.

Objections and Response to Request No. 336:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "expressly, knowingly or willingly authorize." Interpretation of the phrase "expressly, knowingly or willingly authorize" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 337:

337. Between April 13, 2002 and April 16, 2002, NOS/ANI attempted to use the LOA to switch Crandon's service back from its preferred carrier to NOS/ANI.

Objections and Response to Request No. 337:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the LOA was submitted as executed.

Request No. 338:

338. On April 13, 2002, NOS/ANI sent the LOA to Frontier.

Objections and Response to Request No. 338:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. The Companies' records do not reflect the date submitted to Frontier.

Request No. 339:

339. On April 13, 2002, Frontier rejected the LOA because the service carrier had just been changed.

Objections and Response to Request No. 339:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. The Companies' records cannot confirm this fact.

Request No. 340:

340. During the period April 13-16, 2002, a male NOS/ANI employee called Frontier, the company that would execute carrier change orders on behalf of Crandon, represented to a Frontier representative that he was Crandon employee Chris Spencer and requested that Crandon's carrier be switched back to NOS/ANI.

Objections and Response to Request No. 340:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. The Companies' records cannot confirm these facts

Request No. 341:

341. During the period April 13-16, 2002, the Frontier representative told the male NOS/ANI employee that Frontier would call Crandon and confirm the switch.

Objections and Response to Request No. 341:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. The Companies' records cannot confirm these facts.

Request No. 342:

342. Chris Spencer, the Crandon employee authorized to make changes for Crandon's telephone service, is a female.

Objections and Response to Request No. 342:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. The Companies' records cannot confirm these facts.

Request No. 343:

343. During the period April 13-16, 2002, Frontier refused to switch Crandon back to NOS/ANI.

Objections and Response to Request No. 343:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. The Companies' records cannot confirm these facts.

Request No. 344:

344. During the period April 13-16, 2002, a female NOS/ANI employee called Frontier and requested Crandon be switched back to NOS/ANI.

Objections and Response to Request No. 344:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted.

Request No. 345:

345. During a telephone conversation, when the Frontier representative told the female NOS/ANI employee that she was going to call Crandon, the female NOS/ANI employee hung up.

Objections and Response to Request No. 345:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. The Companies' records cannot confirm these facts

Bank of Sierra

Request No. 346:

346. Immediately prior to May 1, 2002, Bank of the Sierra ("Sierra") was a customer of NOS/ANI d/b/a CierraCom Systems.

Objections and Response to Request No. 346:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted.

Request No. 347:

347. On or about May 1, 2002, Sierra's telephone number was 559/782-4900.

Objections and Response to Request No. 347:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the Companies' records reflect that the above-referenced number was associated with the referenced account.

Request No. 348:

348. On or about May 1, 2002, Sierra was located at 86 North Main Street, Porterville, CA 93257.

Objections and Response to Request No. 348:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the Companies' records reflect that the above-referenced address was associated with the referenced account.

Request No. 349:

349. On or about May 1, 2002, Sierra switched its preferred IntraLATA Service provider from NOS/ANI.

Objections and Response to Request No. 349:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Denied that all lines were switched as of that date. Admitted that the Companies' records reflect that notice was received that some lines of the above-referenced customer were requested to be switched at or about April 3, 2002.

Request No. 350:

350. After Sierra had switched its IntraLATA Service provider from NOS/ANI, a NOS/ANI employee contacted Sierra for the purpose of inducing Sierra to switch its service provider back to NOS/ANI.

Objections and Response to Request No. 350:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that a Winback I call was made.

Request No. 351:

351. During the contact, the NOS/ANI employee utilized the Winback Script.

Objections and Response to Request No. 351:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. The Companies' records cannot confirm these facts.

Request No. 352:

352. If the NOS/ANI employee convinced Sierra to sign a NOS/ANI LOA, NOS/ANI intended to use that document as authorization under section 258 of the Act and sections 64.1120(c) and 64.1130 of the Commission's Rules to switch Sierra's telephone service provider back to NOS/ANI.

Objections and Response to Request No. 352:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “convinced.” Interpretation of the phrase “under section 258 of the Act and sections 64.1120(c) and 64.1130 of the Commission’s Rules” calls for a legal conclusion. Objection to the form of the Request, which is a hypothetical. Without waiving said objections, admitted that an LOA was executed.

Request No. 353:

353. After Sierra had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Sierra and represented that Sierra’s new carrier switch was incomplete and that NOS/ANI was still showing call traffic from Sierra.

Objections and Response to Request No. 353:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. The contact was made before all lines had been switched away.

Request No. 354:

354. The NOS/ANI employee’s statement that Sierra’s new carrier switch was incomplete and that NOS/ANI was still showing call traffic from Sierra was false.

Objections and Response to Request No. 354:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 355:

355. At the time of the statement, the NOS/ANI employee knew that its statement that Sierra's new carrier switch was incomplete and NOS/ANI was still showing call traffic from Sierra was false.

Objections and Response to Request No. 355:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 356:

356. NOS/ANI Management knew that, at the time of the statement, the statement that Sierra's new carrier switch was incomplete and that NOS/ANI was still showing call traffic from Sierra was false.

Objections and Response to Request No. 356:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 357:

357. After Sierra had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Sierra and represented that Sierra's telephone service would be interrupted unless Sierra signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines.

Objections and Response to Request No. 357:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Denied that such contacts were made after all lines had been switched. Admitted that a representation was made that the lines remaining with the Companies could be interrupted.

Request No. 358:

358. The NOS/ANI employee's statement that Sierra's telephone service would be interrupted unless Sierra signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.

Objections and Response to Request No. 358:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 359:

359. At the time of the statement, the NOS/ANI employee knew that its statement that Sierra's telephone service would be interrupted unless Sierra signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.

Objections and Response to Request No. 359:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 360:

360. NOS/ANI Management knew that, at the time of the statement, the statement that Sierra's telephone service would be interrupted unless Sierra signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.

Objections and Response to Request No. 360:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 361:

361. After Sierra had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Sierra and represented that Sierra had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service.

Objections and Response to Request No. 361:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. The Companies’ records cannot confirm this fact. Further, contacts were made before Sierra had switched away all lines.

Request No. 362:

362. The NOS/ANI employee’s statement that Sierra had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.

Objections and Response to Request No. 362:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:
Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 363:

363. At the time of the statement, the NOS/ANI employee knew that its statement that Sierra had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.

Objections and Response to Request No. 363:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 364:

364. NOS/ANI Management knew that, at the time of the statement, the statement that Sierra had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.

Objections and Response to Request No. 364:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 365:

365. Sierra signed a NOS/ANI LOA after the contact from the NOS/ANI employee.

Objections and Response to Request No. 365:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted.

Request No. 366:

366. On or about May 16, 2002, NOS/ANI used the LOA to switch Sierra's IntraLATA Service back to NOS/ANI.

Objections and Response to Request No. 366:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the LOA was submitted as executed.

Request No. 367:

367. Sierra did not authorize NOS/ANI to switch its service provider back to NOS/ANI.

Objections and Response to Request No. 367:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted that employee, Slingerland, submitted a false LOA; Slingerland was terminated for this act on May 6, 2002.

Request No. 368:

368. The NOS/ANI employee used misleading statements or practices in attempt to induce Sierra to sign a NOS/ANI LOA.

Objections and Response to Request No. 368:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "misleading." Interpretation of the phrase "misleading" calls for a legal conclusion. Without waiving said objections, denied.